

Pro Se General Complaint for a Civil Case (Rev. 10/16)

United States District Court

NORTHERN DISTRICT OF ALABAMA

OCT -5 P 3:51

U.S. DISTRICT COURT
N.D. OF ALABAMAKrystal Nicole Butler

Plaintiff

(Write your full name. No more than one plaintiff may be named in a pro se complaint)

2:17-cv-01713-RDP

-v-

Case No.

(to be filled in by the Clerk's Office)

Eva Bank
Housing Authority Birmingham District
Housing Urban Development AlabamaJURY TRIAL ☐ Yes ☐ No

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all defendants cannot fit in the space above or on page 2, please write "see attached" in the space and attach an additional page with the full list of names)

COMPLAINT FOR A CIVIL CASE**I. The Parties to This Complaint****A. The Plaintiff**

Name:

Street Address

City and County

State and Zip Code

Telephone Number

Krystal Nicole Butler1409 12th Street NorthBirmingham, Alabama Jefferson CountyAlabama, 35204205-834-7063 (w) 205-226-5583 (h)**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization or a corporation. If you are suing an individual in his/her official capacity, include the person's job or title. Attach additional pages if needed.

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Defendant No. 1

Name
Job or Title
Street Address
City and County
State and Zip Code

Eva Bank
Kelly J. Meade, Special Assets Collections Manager
1710 Cherokee Avenue S.W.
Cullman, Cullman County
Alabama 35055

Defendant No. 2

Name
Job or Title
Street Address
City and County
State and Zip Code

Housing Authority of the Birmingham District
Ronald S. Williams, ESQ. Contract Compliance
1826 3rd Avenue South
Birmingham, Jefferson
Alabama 35233

Defendant No. 3

Name
Job or Title
Street Address
City and County
State and Zip Code

U.S. Dept of Housing and Urban Development
Michael Gelman, Field Office Director
950 22nd St. North, Medical Forum Suite 900
Birmingham, Jefferson
Alabama 35203-5301

Defendant No. 4

Name
Job or Title
Street Address
City and County
State and Zip Code

Defendant No. 5

Name
Job or Title
Street Address
City and County
State and Zip Code

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II. Basis for Jurisdiction

Federal courts are court of limited jurisdiction (limited power). Generally, only these types of cases can be heard in federal court: a dispute that involves a right in the United States Constitution or a federal law (as opposed to a state law or local ordinance); a dispute that involves the United States of America (or any of its agencies, officers or employees in their official capacities) as a party; and a dispute between citizens of different states with an amount in controversy that is more than \$75,000.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Constitutional or Federal Question ☐ USA Defendant ☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction is USA defendant

The Defendant(s)

Name of Agency _____

Address _____

B. If the Basis for Jurisdiction is a Constitutional or Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Fair Housing Act the Interest was too high in the
beginning. The Reason I am a single Black female in an
urban under privilege neighborhood.

C. If the Basis for Jurisdiction is Diversity of Citizenship**1. The Plaintiff**

The plaintiff, (name) _____, is a citizen of the State of
 (name) _____.

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, (name) _____, is a citizen of the State of
 (name) _____. Or is a citizen of (foreign nation) _____.

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- b. If the defendant is a corporation
 The defendant, (name) _____, is incorporated
 under the laws of the State of (name) _____, and has its
 principal place of business in the State of (name) _____.
 Or is incorporated under the laws of (foreign nation) _____,
 and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

Please see letter of explanation, with attached document 5

3. The Amount in Controversy

The amount in controversy – the amount the plaintiff claims the defendant owes or the amount at state – is more than \$75,000, not counting interest and costs of court, because
 (explain)

I am seeking a minimum of \$100,894.25. This home loan was suppose to be only \$65,000.00. HARB, HUD, and EVA Bank caused more debt than necessary.

III. Statement of Claim

Write a short and plain statement of the claim. Briefly state the facts showing that the plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

The Fair Lending Act specifies high interest rates are prohibited. Eva Bank intentionally set the interest too high on my Mortgage loan. HARB should have not chosen Eva Bank as one of their lenders. These homes were built for low income families. My rights were violated February 19, 2008. The HUD of Alabama did not take ownership when I contacted them about my interest rate. I was told by Hollis Wormsby "This house is not classified as a HUD Home". I questioned why not it was built with HUD funds? I was ignored.

IV. Relief

State Briefly and precisely what damages or other relief the plaintiff asks for the court to order. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive (punishment) or exemplary (warning or deterrent) damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Punitive damages in the amount of \$156,054.40 in interest alone is what Eva Bank charged me in interest for the loan. That is more than the principal amount of the loan. Approximately 9 years later I am still paying only interest on my mortgage loan.

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V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a non-frivolous argument for extending, modifying or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in dismissal of my case.

First Name Krystal Last Name Butler
 Mailing Address 1409 12th Street North
 City and State Birmingham, Alabama Zip Code 35204
 Telephone Number 205-226-5583-home 205-834-7063 (cell)
 E-mail Address krystal1332003@yahoo.com
 Signature of plaintiff Krystal N. Butler
 Date signed October 5, 2017

****OPTIONAL****

You may request to receive electronic notifications. You may not file documents or communicate with the Court electronically. All documents must be submitted in paper and you must serve the defendants.

Type of personal computer and related software/equipment required:

- Personal computer running a standard platform such as Windows or Mac OSX
- Internet access (high speed is recommended)
- A Web browser (Microsoft Internet Explorer 7.0 or 6.0 or Mozilla Firefox 2 or 1.5)
- Adobe Acrobat Reader is needed for viewing e-filed documents
- PACER account – Information and registration at www.pacer.gov.
- You will receive one “free” look of the document. Documents must be viewed within 14 days. You must only single-click on the hyperlink to view.

Note: You must promptly notice the Clerk's Office, in writing if there is a change in your designated e-mail address. Failure to update your email address does not excuse failures to appear or timely respond.

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E-mail type:



HTML – Recommended for most e-mail clients



Plain Text – Recommended for e-mail accounts unable to process HTML e-mail

Conditioned upon the sufficiency of your electronic equipment which the Court will test and verify receipt, you will be allowed to receive electronic notifications.

Submitting this request the undersigned consents to electronic service and waives the right to personal service and service by first class mail pursuant to Federal Rule of Civil Procedure 5 (b)(2), except with regard to service of a summons and complaint.

When a filing is entered on the case docket, a party who is registered for electronic noticing will receive a Notice of Electronic Filing in his/her designated e-mail account. The Notice will allow one free look at the document, and any attached .pdf may be printed or saved.

IMPORTANT:

Messages sent to Yahoo or AOL accounts are frequently found in the spam folder until the court is added to your address book.

E-mail address designated for noticing:

krystal1332003@yahoo.com

Participant signature:

Krystal N. Butler

Date:

October 5, 2017

Krystal N. Butler

1409 12th Street North, Birmingham, Alabama 35204 | 205-834-7063 | krystal332003@yahoo.com

October 4, 2017

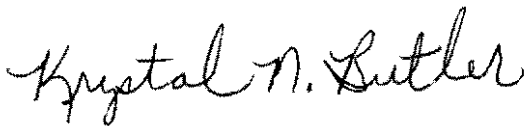
United States District Court
Northern District of Alabama
5th Avenue North #140
Birmingham, Alabama 35203

To Whom It May Concern,

I purchased a house built by United States Department of Housing and Urban Development. The home was built in Fountain Heights Community North Birmingham. I was awarded a \$45K Grant from the Housing Authority Birmingham District. Those funds were to pay for the home that was built. The 30 year Mortgage was financed by EvaBank in Cullman, Alabama. At the time I was practically homeless and didn't fully understand what I was signing. I remember the closing was delayed because EvaBank put a balloon note of \$50K due after 60 months. Well the HABD referred me to Truitt Evans with the Fair Lending Department in Birmingham. EvaBank redid the paperwork and I thought everything was fine. Well later I realized they financed this home at a 9.99% Interest Rate. These home loans were suppose to be FHA loans. EvaBank gave me a Conventional Home Loan. I attempted several times to refinance this home. I was in a Motor Vehicle accident in 2012 and that hurt my credit even more. I closed on my home February 19, 2008. I have been financially struggling since that time. I have had two Modifications at an 8% Interest Rate. I have come close to losing this house before and I didn't. Well last year when I fell behind on the Mortgage I Filed Chapter 13. I have still been making payments since October 2016 after I filed the Chapter 13 to EvaBank. Also they are receiving money from the Bankruptcy. I really want to give this home back to EvaBank. I should have left at least 5 years ago when the Mortgage was current. I was afraid to because the HABD told me if I leave before 15 years is up I will have to pay back the second Mortgage portion of my home loan. I am attaching my Settlement Statement for proof of my accusations. Also last year when I contacted HUD about the high Interest Rate they did absolutely nothing. I have a letter from the Field Director. Now HUD advertises Affordable Homes. Well a 9.99% Interest Rate has never been affordable for a single female carrying a home alone. My home loan is a Predatory Loan of the worst kind. Now EvaBank filed for a Motion of Relief from Stay to proceed on Foreclosing on my Home. I will attach that Documentation as well. As of September 2017 I will not pay any more to Eva Bank. I am preparing to move to an apartment. They can proceed how they want. I sent a letter to their attorneys

requesting that I sign a Deed in Lieu of instead of having a Foreclosure on my credit. I deserve to be compensated for this criminal Interest Rate. Now if my Credit Score was that poor EvaBank would have been better off not granting me the home loan to begin with. I plead with the court to make this a Civil Case. I will gladly pay the \$400 and I will have the money Friday October 6, 2017. I also want to ask the court to not allow them to throw my things out of my home. Give me some time to move. After taking care of their home for over 9 years I have more than earned that right. I agree they can have it back. It has been more challenging to find an apartment with an open Chapter 13. Many Property Managers do not want to accept my application. EvaBank told me they are going to sell my home on the courthouse steps October 13, 2017. They also put my home up for sale in The Messenger. I was not notified of this until September 15, 2017. I also want to walk away from this home without any debt to EvaBank or the HABD. I desire to start over and rebuild my credit. I have enough debt as a result of this home. I could not even afford to pay on my Student Loan that is approximately \$40K after I signed for the home loan. EvaBank was aware of that debt. I have previously filed a formal complaint against them with the Consumer Protection Finance Bureau and EvaBank did not respond. My case number is written on the top of the documentation attached. My home loan account number with EvaBank headquartered in Cullman, Alabama is 80206468.

Sincerely,

A handwritten signature in black ink that reads "Krystal N. Butler". The signature is written in a cursive, flowing style.

Krystal N. Butler



U. S. Department of Housing and Urban Development
Birmingham Office
Region IV
Medical Forum Building, Suite 900
950 22nd Street, North
Birmingham, Alabama 35203-5301

November 4, 2016

Ms. Krystal N. Butler
1409 12th Street North
Birmingham, AL 35204

Dear Ms. Butler:

President Barack Obama received your recent correspondence and referred it to United States Department of Housing and Urban Development's (HUD) Birmingham Field Office for response because we administer federal housing programs in the State of Alabama. In your letter you sought assistance with obtaining an interest reduction on a conventional mortgage on your current residence as part of your efforts to avoid foreclosure.

Given the overall circumstances described in your correspondence we suggest that you seek the services of a HUD certified Housing Counseling Agency. HUD certified Housing Counseling Agencies can review your circumstances and try to help you develop the best possible solution to your housing challenge. For your convenience we have enclosed a listing of the HUD certified Housing Counseling Agencies that serve Birmingham, Alabama. You should contact the agency of your choice and seek pre-foreclosure counseling. You may also consider calling United Way's 2-1-1 service. HUD is one of the partners in their foreclosure prevention task force, and they have a network of organizations that work with them to provide assistance to homeowners in distress. Their services include access to free legal services.

We very much appreciate this opportunity to be of assistance. If you feel that we may be of further assistance please do not hesitate to call Hollis Wormsby, Senior Management Analyst, at (205) 745-4429.

Sincerely,

A handwritten signature in black ink, reading "Michael German", is positioned above the printed name.

Michael German
Field Office Director

Enclosure

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

LAW OFFICES
MORRIS & LAVETTE

DEWAYNE N. MORRIS
morrisdn@bellsouth.net
JOHN R. (JACK) LAVETTE
jlavette@bellsouth.net

A PROFESSIONAL CORPORATION
2131 THIRD AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

FED TAX ID 63-0958610
TELEPHONE (205) 254-3885
TOLL FREE (800) 466-3885
FAX (205) 716-3108

September 15, 2017

Ms. Krystal N. Butler
1409 12th Street North
Birmingham, AL 35204

Re: Mortgage to EvaBank
Account No.: 80206468


Our client, EvaBank, has on this date forwarded to us the above-captioned mortgage loan for immediate foreclosure proceedings due to relief from stay in your bankruptcy case and the delinquency of your mortgage loan. The entire debt has been accelerated due to this default.

We will forward a notice of mortgage foreclosure sale to The Alabama Messenger for publication of the said foreclosure sale to appear in its issues of September 23, 30, October 7, 2017. Please note that the foreclosure sale will be October 13, 2017, at the main entrance of the Jefferson County Courthouse, Birmingham, Alabama. Enclosed please find a copy of the mortgage foreclosure notice as it will appear in The Alabama Messenger.

Enclosed herewith is a written notice containing notification required by Consumer Credit Protection Act, 91 § 879; 15 U.S. C. 1692 (g). **For "Homeownership Counseling," you may call 1-800-569-4287.**

If you have any questions, please let us know.

Sincerely yours,


Dewayne N. Morris

DNM;aes
Enclosures
cc: EvaBank (via facsimile)

LAW OFFICES OF
BROCK & STOUT

POST OFFICE DRAWER 311167
ENTERPRISE, ALABAMA 36331-1167
(334) 393-4357
Fax: (334) 393-0026

WWW.BROCKANDSTOUT.COM

Krystal Butler
1409 12th Street N
Birmingham, AL 35204

September 18, 2017

Bankruptcy Case No.: 16-03996
RE: Motion for Relief Order

Dear Krystal Butler,

Please find enclosed the signed Consent Agreement for Lifting of Automatic Stay with regard to the property being surrendered to EvaBank. Should you have any questions, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy E. Steck". The signature is fluid and cursive, with a long horizontal stroke at the end.

Stacy E. Steck
Legal Assistant to Michael D. Brock

Enclosure

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

IN RE:)
)
KRYSTAL BUTLER) CASE NO. 16-03996
) CHAPTER 13
Debtor,)

CONSENT ORDER GRANTING
MOTION FOR APPROVAL OF
AGREEMENT TO MODIFY/LIFT THE AUTOMATIC STAY

EvaBank filed a Motion for Relief from the Automatic Stay [Doc. 23] in order to allow it to foreclose its mortgage on real estate owned by the Debtor. The motion was set for hearing and prior to the hearing, the Debtor and EvaBank entered into an agreement that this Consent Order be issued. Therefore, it is ORDERED and DECREED that EvaBank's Motion for Relief from Stay is GRANTED:

The automatic stay imposed by 11 U.S.C. § 362(a) is hereby modified/lifted to allow EvaBank to foreclose its mortgage on the real estate located at 1409 12th Street North, Birmingham, AL 35204, repossess and take possession of said property and sell it and reduce the debt owed to EvaBank.

EvaBank's arrearage claim [3] shall be reduced to the amount paid to date, with EvaBank having 120 days in which to file a deficiency claim.

/s/ Christopher R. Stanfield
Christopher R. Stanfield
Attorney for Debtor

/s/ John R. Lavette
John R. Lavette
Attorney for EvaBank

Dated: September 14, 2017

/s/ Tamara O. Mitchell
TAMARA O. MITCHELL
United States Bankruptcy Judge

This order prepared by: John R. Lavette, 2131 Third Ave. North, Birmingham, AL, 35203 (205) 254-3885

Complaint 170807-2321531

A. Settlement StatementU.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins	File Number 2008006	Loan Number 80206468	Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c." were paid outside of closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER: *Krystal N. Butler*
P.O. Box 1783, Birmingham, AL 35201

E. NAME AND ADDRESS OF SELLER: *Housing Auth. of the Birmingham Dist.*
1826 3rd Avenue, South, Birmingham, AL 35233

F. NAME AND ADDRESS OF LENDER: *EvaBank*
2915 Clairmont Avenue, Birmingham, AL 35205

G. PROPERTY LOCATION: *1409 12th Street, North*
Birmingham, AL 35204

H. SETTLEMENT AGENT: *SMILEY LAW LLC*
PLACE OF SETTLEMENT: *1826 3rd Avenue, South, Birmingham, AL 35233*
TIN: *26-1329704*

I. SETTLEMENT DATE: *02/19/2008*

RESCISSION DATE:

J. SUMMARY OF BORROWER'S TRANSACTION**K. SUMMARY OF SELLER'S TRANSACTION****100. GROSS AMOUNT DUE FROM BORROWER:****400. GROSS AMOUNT DUE TO SELLER:**

101. Contract Sales Price	\$97,000.00
102. Personal Property	
103. Settlements charges to borrower: (from line 1400)	\$3,894.25
104.	
105.	

401. Contract Sales Price	\$97,000.00
402. Personal property	
403.	
404.	
405.	

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:**ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:**

106. City/town taxes	to
107. County Taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	

406. City/town Taxes	to
407. County Taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	

120. GROSS AMOUNT DUE FROM BORROWER: *\$100,894.25*

420. GROSS AMOUNT DUE TO SELLER: *\$97,000.00*

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**

201. Deposit or earnest money	\$500.00
202. Principal amount of new loan(s)	\$70,500.00
203. Existing loan(s) taken subject to	
204.	
205.	
206. <i>2nd Mortgage to HADB</i>	<i>\$29,894.25</i>
207.	
208.	
209.	

501. Excess deposit (see instructions)	\$500.00
502. Settlement charges to seller (line 1400)	\$817.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. <i>2nd Mortgage to HADB</i>	<i>\$29,894.25</i>
507.	
508.	
509.	

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:**ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:**

210. City/town taxes	to
211. County taxes	to
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	

510. City/town taxes	to
511. County taxes	to
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	

3/86)

OMB No. 2502-0265

SETTLEMENT CHARGES

700. TOTAL SALES/BROKER'S COMMISSION				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
BASED ON PRICE \$97,000.00 @ % =					
DIVISION OF COMMISSION (LINE 700) AS FOLLOWS:					
701	to				
702	to				
703	to				
704	to				
705 Commission paid at settlement					
706					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN:					
801. Loan origination fee 1.0000 % to EvaBank				\$705.00	
802. Loan discount % to EvaBank					
803. Appraisal fee to EvaBank					
804. Credit report to: EvaBank					
805. Lender's inspection fee EvaBank					
806. Mortgage insurance application fee to EvaBank					
807. Assumption fee EvaBank					
808. Loan Fee to Eva Bank				\$877.00	
809. Broker Origination Fee to First Performance				\$1,057.50	
810. Processing Fee to First Performance				\$98.50	
811.					
812					
813					
814					
815					
816					
817					
818					
819					
820					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:					
901. Interest from 02/19/2008 to 03/01/2008 @ \$20.45 / day					
902. Mortgage insurance premium for mos. to					
903. Hazard insurance premium for 1.00 yrs to State Farm				\$668.00	
904. Flood insurance premium for yrs. to					
905.					
1000. RESERVES DEPOSITED WITH LENDER:					
1001. Hazard insurance months @ per month					
1002. Mortgage insurance months @ per month					
1003. City property taxes months @ per month					
1004. County property taxes months @ per month					
1005. Annual assessments months @ per month					
1006. Flood insurance months @ per month					
1007. months @ per month					
1008. months @ per month					
1009. Aggregate Accounting Escrow Adjustment					
1100. TITLE CHARGES:					
1101. Settlement or closing fee to Smiley Law LLC				\$250.00	\$250.00
1102. Abstract or title search to					
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fees to					
(includes above items Numbers:)					
1108. Title insurance to Magic City Title					\$525.00
(includes above items Numbers:)					
1109. Lender's coverage (\$70,500.00)					
1110. Owner's coverage					
1111.					
1112					
1113					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:					
1201. Recording fees: Deed \$4.50 ; Mortgage \$14.50 ; Releases				\$19.00	
1202. City/county tax/stamps: Deed \$26.50 ; Mortgage \$105.75				\$132.25	
1203. State tax/stamps: Deed ; Mortgage ; Other					

complaint

#170807-2321531

CREDIT MEMO		EVABANK	ACCOUNT #
APR	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PMTS
10.580	156054.40	67448.00	223502.40
PRINCIPAL AMOUNT		66632.00	FINANCE CHARGES
AMOUNT REFINANCED			INTEREST
			153002.40
FEES:			SERVICE CHG 1
FILING FEES	148.00		1582.00
ATTORNEY	314.00		SERVICE CHG 2
			314.00
			SERVICE CHG 3
			1156.00
			PREPAID FIN
HOI	668.00		
		TOTAL	156054.40
PREPAID FIN CHG		PAYMENT SCHEDULE	
DEC CL PREM		1ST PMT DATE	3/19/08
LEVEL CL PREM		NO. PMTS/YR	12
DISABILITY PREM		TOTAL NO. PMTS	360
DOC STAMP TOTAL		REGULAR PMT	620.84
TOTAL AMT. FIN.	67448.00	FINAL PMT	620.84
Krystal N Butler		OFFICER:	COC
1409 12th Street North		LOAN DATE:	2/19/08
Birmingham AL 35204		MATURITY DATE:	2/19/38
		BIRTH DATE:	7/03/70
		ACCOUNT NUMBER:	80206468

COLLATERAL MORTGAGE DATED 2/19/08 IN THE AMOUNT OF \$70500.00

GUARANTORS:

COMMENTS: EVA ORIG \$705.00 LOAN FEE \$877.00
 BROKER ORIGINATION 1057.50
 PROCESSING 98.50

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: Krystal N. Butler Date: 2-19-08 Seller or Agent: Naomi A. Chumman Date: 2/19/08
Krystal N. Butler Housing Auth. of the Birmingham Dist.

Borrower: _____ Date: _____ Seller or Agent: _____ Date: _____

Borrower: _____ Date: _____ Seller or Agent: _____ Date: _____

Borrower: _____ Date: _____ Seller or Agent: _____ Date: _____

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____ Date: _____ Settlement Agent: Melissa E. Smiley Date: 2/19/08

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

complaint
#

170807-2321531

Complaint

11

170807-2321531

Important Notice Regarding Your Privacy

EVABANK
Consumer Privacy Notice

Our Commitment to Your Privacy

Your financial privacy is a matter of prime importance to EvaBank. We are dedicated to keeping your personal financial information confidential, while still being able to provide you with the very latest financial products and services that are tailored to your needs. Our privacy policy, described in detail below, reflects our commitment to keeping your personal financial information secure at EvaBank.

We do not sell your information to outside marketers.

The Information We Collect

We collect information about you from the following sources:

1. Information you give us on applications or other forms
2. Information about your transactions with us
3. Information about your transaction with other parties
4. Information we receive from consumer reporting agencies

Limited Disclosure of Information

To the extent permitted by applicable law, we may disclose the information that we collect in the following limited circumstances:

1. To non-financial companies that perform services for us of functions on our behalf, such as data storage or mail service.
2. To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements.

We also disclose this information as otherwise permitted by law.

Confidentiality and Security - We restrict internal access to nonpublic personal information about you to those employees who need to know that information. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard this information.

We appreciate you banking with us. If you have questions about our Privacy Policy, please visit your local EvaBank Office or call us at (256) 255-2000.

#170807-2321531

EVABANK 2915 CLAIRMONT AVE BIRMINGHAM, AL. 35205 LENDER'S NAME AND ADDRESS	Krystal N Butler 1409 12th Street North Birmingham AL 35204 BORROWER'S NAME AND ADDRESS	Loan Number <u>80206468</u> Date <u>2/19/08</u> Mat. Date <u>2/19/38</u> Loan Amount \$ <u>70,500.00</u>
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TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed I <input checked="" type="checkbox"/> do <input type="checkbox"/> do not want an itemization.
10.580 %	\$156,054.40	\$ 67,448.00	\$ 223,502.40	

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	\$ 620.84	Monthly beginning 3/19/08
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
0	\$	0
0	\$	0
	\$	

For a TOTAL of \$

☐ Demand: ☐ This loan has a demand feature. ☐ This loan is payable on demand and all disclosures are based on an assumed maturity of one year.

☐ Variable Rate (Check one) { ☐ My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.
☐ The annual percentage rate may increase during the term of this transaction if _____

_____. The rate may not increase more often than once _____ and may not increase more than _____ % each _____. Any increase will take the form of _____.

_____. If the rate increases by _____ % in _____, the _____ will increase to _____. The rate will not go above _____ %.

☒ Security: I am giving a security interest in: ☒ (brief description of other property) Filing/Recording Fees: \$ 148.00
☐ the goods or property being purchased. 1409 12TH STREET NORTH
☐ collateral securing other loans with you may also secure this loan. BIRMINGHAM AL 35204
☐ my deposit accounts and other rights I may have to the payment of money from you.

☒ Late Charge: If a payment is late I will be charged if after 10 days 5% will be charged on the unpaid amt with
☐ Required Deposit: The annual percentage rate does not take into account my required deposit. a min. of \$10.00 and max of \$10.00

Prepayment: If I pay off this loan early, I ☐ may ☒ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.

☒ Assumption: Someone buying my house ☐ may, subject to conditions, be allowed to ☒ cannot assume the remainder of the mortgage on the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. "e" means an estimate.

ITEMIZATION OF AMOUNT FINANCED

Amount given to me directly \$ 66,632.00

Amount paid on my (loan) account \$

BROKER ORIG FEE \$ 1,156.00

AMOUNTS PAID TO OTHERS ON MY BEHALF:

Insurance Companies \$

Public Officials \$ 148.00

ATTORNEY \$ 314.00

\$

HOT \$ 668.00

\$

\$

\$

\$

\$

\$

\$

\$

EVABANK ORIG \$ 1,582.00

(less) PREPAID FINANCE CHARGE(S) \$ 3,052.00

Amount Financed \$ 67,448.00

(Add all items financed and subtract prepaid finance charges.)

*You may retain or receive a portion of these amounts.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		

I ☐ do ☒ do not want credit life insurance.

X DOB

I ☐ do ☒ do not want credit disability insurance.

X DOB

I ☐ do ☒ do not want joint credit life insurance.

X DOB

X DOB

X DOB

X DOB

I ☐ do ☐ do not want _____ insurance.

X

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you

I will pay \$ _____ for _____ of coverage.

FLOOD INSURANCE - Flood insurance ☐ is ☒ is not required. I may obtain flood insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

\$ _____ for _____ of coverage.

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ABOVE.

X _____ X _____ X _____

Krystal N Butler

Complaint

170807-2321531

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY STANDARD FLOOD HAZARD DETERMINATION		See The Attached Instructions	O.M.B. No. 1660-0040 Expires October 31, 2008	
SECTION I - LOAN INFORMATION				
1. LENDER NAME AND ADDRESS EVABANK 2915 CLAIRMONT AVE BIRMINGHAM, AL. 35205		2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) 1409 12TH STREET NORTH BIRMINGHAM AL 35204		
3. LENDER ID. NO.		4. LOAN IDENTIFIER		5. AMOUNT OF FLOOD INSURANCE REQUIRED \$
SECTION II				
A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION				
1. NFIP Community Name BIRMINGHAM, CITY OF	2. County(ies) JEFFERSON	3. State AL	4. NFIP Community Number 010116	
B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME				
1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 01073C0389G	2. NFIP Map Panel Effective/ Revised Date 9/26/06	3. LOMA/LOMR <input type="checkbox"/> Yes Date	4. Flood Zone X	5. No NFIP Map
C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)				
1. <input checked="" type="checkbox"/> Federal Flood insurance is available (community participates in NFIP). <input checked="" type="checkbox"/> Regular Program <input type="checkbox"/> Emergency Program of NFIP				
2. <input type="checkbox"/> Federal Flood insurance is not available because community is not participating in the NFIP.				
3. <input type="checkbox"/> Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood insurance may not be available. CBRA/OPA designation date:				
D. DETERMINATION				
IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
If yes, flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.				
E. COMMENTS (Optional):				
This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.				
F. PREPARER'S INFORMATION				
NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)			DATE OF DETERMINATION 2/19/08	



Complaint

#170807-232158

BORROWER'S NAME AND ADDRESS Krystal N Butler 1409 12th Street North Birmingham AL 35204	LENDER'S NAME AND ADDRESS EVABANK 2915 CLAIRMONT AVE BIRMINGHAM, AL, 35205 TOLL-FREE NO.	Loan Number <u>80206468</u> Date of Settlement <u>1/18/08</u> Date Escrow Acct. Est. <u>1/18/08</u> Date of Disclosure <u>1/18/08</u>
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SERVICER'S NAME, ADDRESS, AND TOLL-FREE NO. (IF DIFFERENT FROM LENDER)

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

Month	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Account Balance
Initial deposit: \$ _____				

NO ESCROWS

INSURANCE: 0 pmts of 0
 TAXES: 0 pmts of 0

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.)

Cushion selected by servicer: \$ _____
 Your 00 mortgage payment for the coming year will be \$ _____, of which

\$ 620.84 will be for principal and interest, \$ _____ will go into your escrow account,
 \$ _____ will be for private mortgage insurance, and \$ _____ will be for discretionary

items (such as life insurance, disability insurance) that you chose to be included with your payment.

☒ The terms of your loan may result in changes to the principal and interest payments during the year.